Avista Corp.

 1411 East Mission
 PO Box 3727

 Spokane, Washington
 99220-3727

 Telephone
 509-489-0500

 Toll Free
 800-727-9170



March 8, 2002

Jean D. Jewell, Secretary Idaho Public Utilities Commission Statehouse Mail W. 472 Washington Street Boise, Idaho 83720

Dear Ms. Jewell:

Avista Utilities submits for approval by the Commission the enclosed Assignment, Assumption and Release of Customer (Seeds, Inc.) with The City of Plummer. This submittal is pursuant to the Idaho Electric Supplier Stabilization Act (I.C. § 61-332 et. seq.). Also attached is an Electric Service Agreement between Avista and Seeds, Inc., the authorizing District Court Order, the letter from The City of Plummer releasing the customer, and a table showing Seeds, Inc. usage history.

Please direct any questions on this matter to Bruce Folsom at (509) 495-8706.

Sincerely,

Kelly Norwood, Avista Corp.

c:

Ceil Orr, Avista Rick Davis, Avista

enclosure

ASSIGNMENT, ASSUMPTION AND RELEASE OF CUSTOMER

THIS AGREEMENT, dated as of <u>FERUARY 27</u>, 2002, is made and entered into by and between AVISTA Corporation dba AVISTA Utilities, (hereinafter referred to as "AVISTA"), and The City of Plummer (hereinafter referred to as the "City"), hereinafter sometimes referred to, individually, as a "Party", and collectively, as the "Parties".

WITNESSETH:

WHEREAS, City is a municipal corporation of the State of Idaho, owning an electrical distribution system furnishing electricity to the citizens of Plummer and surrounding area;

WHEREAS, pursuant to District Court Order No. CV 98-00425, City has provided Seeds, Inc. (hereinafter referred to as "Seeds") with a letter, dated November 13, 2001, expressing the City's intent to release Seeds' facility at Tilma, Idaho, from the City's electric service system, and expressing its willingness to enter into a written service agreement, pursuant to Idaho Code 61-333, with the electric service provider of Seeds' choice to allocate Seeds as a customer to said utility;

WHEREAS, AVISTA has electric facilities in the vicinity of Seeds' facility, and is willing to provide electric service to such facility; and

WHEREAS, the Parties hereto desire to enter into an Agreement whereby the City agrees to assign Seeds as an electric service customer to AVISTA, as set forth herein;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, it is agreed as follows:

- 1. <u>Assignment of Seeds</u>. City agrees to transfer, assign, convey and deliver to AVISTA its entire right, entitlement and interest in providing electric service to Seeds.
- 2. <u>Assumption of Obligations</u>. AVISTA agrees to accept such assignment, and, for the benefit of the City, expressly assumes and agrees to provide electric service to Seeds under rates, rules and regulations authorized by the Idaho Public Utilities Commission (hereinafter referred to as "Commission").
- 3. <u>Consent and Release</u>. City agrees to release Seeds as a customer on City's electrical system to enable Seeds to obtain electric power from AVISTA, and shall disconnect Seeds, without charge except as to the actual cost of disconnect, when requested by AVISTA.
- 4. Indemnification and Hold Harmless Protection.
 - 4.1 City specifically and expressly agrees to release, indemnify, defend, and hold harmless AVISTA, its directors, officers, employees, and agents from any and all claims, demands, suits, losses, costs, and damages of every kind and description, including attorneys' fees, brought or made against or incurred by AVISTA resulting from, arising out of, or in any way connected with any act, omission, fault, or negligence of City, its employees, agents, representatives, or subcontractors of any tier, their employees, agents, or representatives in connection with AVISTA's

performance or nonperformance of its obligations under this Agreement or in any way related to this Agreement.

- 4.2 AVISTA specifically and expressly agrees to release, indemnify, defend, and hold harmless City, its directors, officers, employees, and agents from any and all claims, demands, suits, losses, costs, and damages of every kind and description, including attorneys' fees, brought or made against or incurred by the City resulting from, arising out of, or in any way connected with any act, omission, fault, or negligence of AVISTA, its employees, agents, representatives, or subcontractors of any tier, their employees, agents, or representatives in connection with AVISTA's performance or nonperformance of its obligations under this Agreement or in any way related to this Agreement.
- Amendment and Waiver. This Agreement contains all of the terms and conditions 5. bearing upon the subject matter and shall not be modified or varied except by written agreement executed by each of the Parties hereto through authorized representatives. If at any time the terms hereto are not strictly adhered to or enforced, such requirements shall not thereby be deemed waived or modified, but shall at all subsequent times and date be deemed in full force and effect.
- Assignment of Agreement. Neither Party may assign this Agreement without the prior 6. written consent of the other Party, unless to a successor which acquires all or substantially all of the assets and liabilities of the assignor and assumes in writing the obligations of this Agreement.
- Severability. If any provision of this Agreement is held invalid for any reason, the 7. remaining provisions of this Agreement shall remain valid and enforceable, and the Parties shall substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- Notices. Unless otherwise specified, any notice required under this Agreement shall be 8. given in writing, and shall be effective from the date received by the Party to whom it is provided. A Party hereto may change the place or address for delivery of notices to it by giving notice to the other Party as thus described.

To AVISTA:

AVISTA Corporation 1411 East Mission Avenue P. O. Box 3727, MSC-4 Spokane, WA 99220

Attention: Corporate Contract Services

To City:

City of Plummer PO Box B Plummer, ID 83851 Attention: Donna Spier, City Clerk

- 9. <u>Governing Law</u>. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho, excluding any choice of law rules which may direct the application of laws of another jurisdiction.
- 10. <u>Headings</u>. The section headings in this Agreement are for convenience only and shall not be considered part of or used in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by the respective officers hereto, duly authorized as of the date first above written.

AGREED TO BY:

AVISTA Corporation dba AVISTA Utilities

(Signature)

(Printed Name)

<u>Ja</u>

 $\frac{O \geq / \geq /}{(Date)}$

ACCEPTED BY:

The City of Plummer

(Signature)

Printed Name)

(Title)

FEb. 06, 200

(Date

ELECTRIC SERVICE AGREEMENT Schedule 21

RECEIVEL FEB 2 0 2002

THIS AGREEMENT, dated as of <u>02-13-02</u>, 2002, is made and entered into by and between Avista Corporation dba Avista Utilities, (hereinafter referred to as "AVISTA"), and Seeds, Inc. (hereinafter referred to as "Customer"), hereinafter sometimes referred to, individually, as a "Party" and collectively, as the "Parties".

WITNESSETH:

WHEREAS, Customer owns and operates a seed cleaning and processing facility located at the Junction of Highway 60 and State Line Road in Tilma, Idaho, (hereinafter referred to as the "Plant") that currently receives electric service from the City of Plummer (hereinafter referred to as the "City");

WHEREAS, pursuant to District Court Order No. CV 98-00425 regarding Customer's complaint with reference to the City's service reliability, Customer is entitled to arrange for any utility company which is willing and able to provide electric service to Customer's Plant, to provide such service;

WHEREAS, AVISTA has electric facilities in the vicinity of Customer's Plant, and is willing to provide electric service to Customer's Plant under rates authorized by the Idaho Public Utilities Commission (hereinafter referred to as "Commission"); and

WHEREAS, the Parties hereto desire to enter into an Agreement for the purchase and sale of electric power for use by Customer at the Plant, as set forth herein;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, it is agreed as follows:

- 1. <u>Sale and Delivery of Electric Power and Energy</u>. AVISTA shall sell and deliver to Customer and Customer shall purchase and receive from AVISTA, under the terms and conditions hereinafter specified, all of the electric power and energy requirements of Customer for its Plant located at Tilma, in Benewah County, Idaho.
- 2. <u>Point of Delivery</u>. AVISTA shall sell and deliver electric power to Customer at the "Point of Delivery" described as the padmount transformer adjacent to Customer's main building near the electrical/mechanical room.
- 3. Applicable Rates, Rules and Regulations. Electric power furnished hereunder shall be supplied, received and paid for in accordance with and subject to AVISTA's effective Rates, Rules and Regulations filed with the Commission, the Orders of the Commission in effect at the time electric power is delivered hereunder, and in accordance with Rate Schedule 21 as filed with the Commission and in effect at the time electric power is delivered hereunder. A copy of Rate Schedule 21 currently in effect is attached hereto as "Exhibit A".
- 4. Service
 - 4.1 <u>Service Characteristics and Demand Limit.</u> Electric power supplied hereunder at the Point of Delivery shall be three phase, approximately sixty (60) Hertz alternating current, at a nominal potential of Two Hundred Seventy-Seven/Four Hundred

- Eighty (277/480) volts and shall be delivered to the Customer's Plant in amounts not to exceed a demand limit of Three Hundred Forty-Five (345) kW.
- 4.2 Added Load. Customer shall notify AVISTA in advance of the addition of any electric load that would exceed the rated capacity of any of the facilities provided by AVISTA to the Customer as set forth in Section 4.1 herein. In the event Customer exceeds the nominal demand listed herein, Customer shall be liable for all loss and damage to AVISTA's equipment and facilities resulting from Customer's excess usage or negligence.
- 5. <u>Metering Equipment</u>. Electric power delivered hereunder shall be measured by metering equipment installed at the Point of Delivery described in Section 2 above. All metering equipment shall be installed, owned, and maintained by AVISTA.

6. Payments.

- 6.1 Monthly Payments. Each month during the term of this Agreement, AVISTA shall bill Customer for electric power delivered to its Plant during the preceding month as measured by AVISTA's meters. Customer's monthly bills shall be computed by application of the applicable rate for its Plant in accordance with Section 3 herein at the time electric power is delivered hereunder and shall be mailed to Customer at the address for its Plant. Customer shall pay AVISTA the sum billed on or before the date due.
- 6.2 <u>Late Charges</u>. If Customer fails to pay AVISTA the entire amount of any bill within thirty (30) days following the mailing date of such bill (the "due date"), AVISTA shall have the right to charge Customer a late charge on the unpaid balance, from the due date until paid in full, at a rate equal to AVISTA's pre-tax weighted average cost of capital in effect during such period of non-payment, or the maximum interest allowed under Idaho State law, whichever is less.
- Superseding Rates. Should AVISTA file with the Commission new rate schedules super-seding AVISTA's applicable filed rate schedule listed herein, which filed schedule should become effective either by lapse of time or by order of said Commission, Customer agrees that said filed rate schedule or any subsequently filed rate schedule for like service shall be substituted by AVISTA for the applicable filed rate schedule listed herein, and when such schedule becomes effective, shall be used in determining the amount to be paid by Customer to AVISTA for service hereunder.
- 8. Rate Change. Should AVISTA have in effect during the term of this Agreement another filed rate schedule in the State of Idaho applicable to the same class of service and for the same terms as set forth herein, Customer, if it so elects, may have such filed rate substituted for the rate set forth herein, provided, however, any such rate change shall not be made more often than once in any consecutive twelve (12) month period.
- 9. Easements and Access to Customer's Property. Customer hereby authorizes AVISTA or its agent to do all work necessary on the lands of the Customer to accomplish the installation, operation, and maintenance of AVISTA's lines and facilities to provide electric service required hereunder. Customer shall grant, without cost to AVISTA, good and sufficient recordable easements on or across said lands of Customer covering rights-of-way for the installation, operation and maintenance of AVISTA's facilities required to render service hereunder.

- 10. Term of Agreement. This Agreement shall become effective on the date first written above and shall remain in effect for a minimum term of five (5) years. Thereafter, this Agreement shall continue in effect from year to year unless terminated by twelve (12) months' written notice given by either Party.
- Force Majeure. As used in this Agreement, "Force Majeure" means the inability of either 11. Party to perform its obligations as set forth herein as a result of unforeseeable causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure ("Force Majeure Events"), which Force Majeure Events may include, but are not limited to, the following: acts of God, strikes, lockouts, acts of war, riots, landslides, earthquakes, fires, floods, unforeseeable or unusual weather conditions, washouts, explosions, breakage or accident to machinery or lines of pipe, Force Majeure occurrences as defined by any approved tariffs, or any binding order, rule or regulation of any court or governmental authority, or any other occurrence beyond the reasonable control of either Party whether similar or dissimilar to any of the foregoing examples. If either Party is rendered wholly or partially unable to perform its obligations under this Agreement due to a Force Majeure Event, that Party shall be excused from whatever performance is affected by the Force Majeure Event to the extent so affected, and shall not be liable for said non-performance to either Party provided that notice of such Force Majeure Event is given to other Party within a reasonable time.
- 12. <u>Indemnification and Hold Harmless Protection</u>. Customer shall indemnify and save harmless AVISTA from any liability, loss, or expense arising from or growing out of injury to persons, including death, or damage to property, which may occur on the electric system of Customer and on its side of the specified Point of Delivery unless such loss is due to the negligence of AVISTA. Where such claim or loss is caused by the concurrent negligence of Customer, its agents or employees, and AVISTA, its agents or employees, Customer hereby agrees to indemnify, defend and save AVISTA harmless from all such claims or losses to the extent that such claim or loss was caused by the negligence of the Customer, its agents or employees.
- 13. Assignment. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective Parties hereto. Neither Party may assign this Agreement without the written consent of the other Party, which shall not be unreasonably withheld; provided, however, a Party may assign this Agreement to a successor in interest which acquires all or substantially all of the assets of the assigning Party.
- 14. Notices. Unless otherwise specified, any notice required under this Agreement shall be given in writing, and shall be effective from the date received by the Party to whom it is provided. A Party hereto may change the place or address for delivery of notices to it by giving notice to the other Party as thus described.

To AVISTA:

AVISTA Corporation 1411 East Mission Avenue P. O. Box 3727, MSC-4 Spokane, WA 99220 Attn.: Contract Administrator To Customer:

Seeds, Inc. PO Box 866 Tekoa, WA 99033 Attn.: Diane Justice

- 15. <u>Venue</u>. Any action at law or in equity to enforce the terms and conditions of this Agreement shall be brought in Benewah County, Idaho.
- 16. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho, excluding any choice of law rules which may direct the application of laws of another jurisdiction.
- 17. Amendment and Waiver. This Agreement contains all of the terms and conditions bearing upon the subject matter and shall not be modified or varied except by written agreement executed by each of the Parties hereto through authorized representatives. If at any time the terms hereto are not strictly adhered to or enforced, such requirements shall not thereby be deemed waived or modified, but shall at all subsequent times and date be deemed in full force and effect.
- 18. <u>Headings</u>. The section headings in this Agreement are for convenience only and shall not be considered part of or used in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by the respective officers hereto, duly authorized as of the date first above written.

AGREED TO BY:	ACCEPTED BY:
Avista Corporation dba Avista Utilities	Seeds, Inc.
(Signature) (Signature) (Printed Name)	(Signature) Terry Peters (Printed Name)
Jale Maraya (Title)	CEO.
$\frac{2/27/02}{\text{(Date)}}$	0 Z-/3-0 7 (Date)

"EXHIBIT A"

AVISTA CORPORATION dba Avista Utilities

SCHEDULE 21 LARGE GENERAL SERVICE - IDAHO (Available phase and voltage)

AVAILABLE:

To Customers in the State of Idaho where Company has electric service available.

APPLICABLE:

To general service supplied for all power requirements when all such service taken on the premises is supplied through one meter installation. Customer shall provide and maintain all transformers and other necessary equipment on his side of the point of delivery and enter into a written contract for five (5) years or longer.

MONTHLY RATE:

The sum of the following demand and energy charges:

Energy Charge:

3.996¢ per kWh

Demand Charge:

\$225.00 for the first 50 kW of demand or less.

\$2.75 per kW for each additional kW of demand.

Primary Voltage Discount:

If Customer takes service at 11 kv (wye grounded) or higher, he will be allowed a primary voltage discount of 20¢ per kW of demand per month.

Minimum:

\$225.00, unless a higher minimum is required under contract to cover special conditions.

ANNUAL MINIMUM:

The current 12-month billing including any charges for power factor correction shall be not less than \$10.00 per kW of the highest demand established during the current 12-month period provided that such highest demand shall be adjusted by the elimination of any demand occasioned by an operation totally abandoned during such 12-month period.

DEMAND:

The average kW supplied during the 15-minute period of maximum use during the month as determined by a demand meter.

SPECIAL TERMS AND CONDITIONS:

Customers served at 11 kv or higher shall provide and maintain all transformers and other necessary equipment on their side of the point of delivery.

Service under this schedule is subject to the Rules and Regulations contained in this tariff.

The above Monthly Rate is subject to increases as set forth in Tax Adjustment Schedule 58, Temporary Rate Adjustment Schedule 65, Temporary Power Cost Adjustment Schedule 66, and Energy Efficiency Rider Adjustment Schedule 91.

Issued July 7, 2000

Effective

August 1, 2000

LAW OFFICES OF

PARK & ROGERS

JERROLD E. PARK CHARTERED

DAVID B. ROGERS 720 COLLEGE AVENUE

ST. MARIES, IDAHO

83861

TELEPHONE: 208-245-2521 FAX 208-245-3948

June 30, 2000



Mr. Theodore F. S. Rasmussen Rasmussen & Brogan, P.S. 5739A Lovell Valley Road Plummer, Idaho 83851

Re: Seeds, Inc. vs. City of Plummer

Dear Ted:

Please find enclosed a copy of the proposed Order resulting from the hearing on your Motion for Summary Judgment. I believe that this comports with the Judge's ruling.

I also met in executive session with the Plummer City Council. They passed a resolution authorizing me to initiate discussion toward transferring Seeds over to Washington Water Power. Would you please have the appropriate person at Seeds contact the Mayor, Harold Whitley, to discuss the specifics of that transfer. When they have that worked out, you and I can confer on an appropriate order from the Judge.

Very truly yours,

David B. Rogers

PARK & ROGERS, CHARTERED

DBR/jd

Enclosures

FILED BENEWAH COUNTY

AND BOY 18 M DO 13.

KAY SATHER, CLERK.

THEODORE F.S. RASMUSSEN RASMUSSEN & BROGAN, P.S. 5739 A Lovell Valley Road Plummer, ID 83851 (208) 274-2477

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE

5093366249;

SEEDS, INC., a Washington corporation,

Plaintiff,

VS.

CITY OF PLUMMER, an Idaho Municipal Corporation,

Defendant.

No. CV 98-00425

STIPULATED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

The parties having stipulated thereto, and the Court being fully advised of the facts and premises herein, the Court makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

- The City of Plummer, an Idaho municipal corporation, does not own or operate an electric power plant.
- 2. The City of Plummer purchases electricity from Bonneville Power Association and sells electricity to residents and non-residents alike.
 - 3. The City of Plummer has adopted electrical charges by resolution.

STIPULATED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER



Nov-26-01 12:47;

- 4. The City of Plummer has provided electrical service to Seeds, Inc. ("Seeds") at it's seed cleaning and processing facility located outside of the City of Plummer at the unincorporated location known as Tilma, ID;
- The voltage of the electric current delivered to Seeds, has fluctuated considerably due to the length and condition of the electric supply Time from the City of Plummer to Seeds;
- Said voltage situation has caused SEEDS to incur significant expense and hardship.

CONCLUSIONS OF LAW

- 1. The City of Plummer does not have a legal obligation to provide electric power to Seeds at a location outside of the city's boundaries;
- The City of Plummer has not discriminated against Seeds in it's utility rates and charges.

ORDER

NOW THEREFORE, it is hereby ordered:

- 1. Seeds is not entitled to any damages or refund of past payments for electric charges;
- Seeds may arrange for any utility company which is willing and able to provide service to Seeds at Tilma to so provide; and
- City of Plummer shall, within ten (10) days of execution of this agreement, provide Seeds with a letter indicating an intent to release Seeds from City of Plummer's electrical system to enable Seeds to obtain electric power from

STIPULATED FINDINGS OF FACT. CONCLUSIONS OF LAW, AND ORDER

Sent By: AVISTA PALOUSE CONST;

a supplier other than the City of Plummer without charge. City of Plummer will enter into a written contract with the electric supplier of Seeds' choice for the purpose of allocating Seeds as a customer between the electric suppliers. Such contract shall be delivered to the electric supplier of Seeds' choice no later than twenty (20) days after an original is provided to the City of Plummer.

5093366249;

- The City of Plummer is released from any liability to Seeds in connection with Findings of Fact Nos. 5 and 6.
- The City of Plummer shall continue to provide electric power to Seeds until such time as another utility is willing and able to supply power at which time City of Plummer shall disconnect Seeds without charge except as to the actual cost of disconnect.
- Each party shall bear its own costs and fees in this action. /s/ Fred M. Gibler DATED: October /7

JUDGE

RASMUSSEN & BROGAN, P.S.

IBA 3357 THEODORE F.S. RASMUSSEN Attorney for Plaintiff, Seeds, Inc.

Approved as to Form and Content Present Walved

ATTORNEY FOR DEFENDANT

STIPULATED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER Page 3

I hereby certify that copies of the foregoing Order were mailed, postage prepaid, or by interoffice mail, this day of October, 2001, to the following:

Theodore F. S. Rasmussen Rasmussen & Brogan, P.S. 5739 A Lovell Valley Road Plummer, Idaho 83851

PARK & ROGERS Courthouse Box St. Maries, Idaho 83861

David B. Rogers

Nov-26-01 12:47;

Attorney for Plaintiff

Attorney for Defendant

Nov-26-01 12:46;

Sent By: AVISTA PALOUSE CONST;

City of Planmer

P.O. BOX B PLUMMER, ID 83851 PH. 208-686-1641

RECEIVED
JAN 15 2002

CONTRACT SERVICES

November 13, 2001

Terry Peters
Seeds, Inc.
P.O. Box 866
Tekoa, Washington 99033

RE: Service Customer Agreement

Dear Mr. Peters,

The City of Plummer hereby expresses its intent to release Seeds' facility at Tilma, Idaho from its electric service system. Additionally, the City of Plummer is willing to enter into a written service agreement pursuant to Idaho Code 61-333 with the electric service provider of Seeds' choice to allocate Seeds as a customer to said utility.

This letter is being sent to you pursuant to that Order entered in Benewah County District Court on October 18, 2001, in Case No. CV 98-010425. You are authorized to provide a copy of this letter to the electric utility of your choice in order that it may prepare a service agreement.

Sincerely,

Jack Bringman

Mayor, City of Plummer





From:

City of Plummer

P.O. Box B

Plummer, ID 83851

Phone:

(208) 686-1641

Fax:

(208) 686-5019

To:

Rich Davis

Date: 5/7/01

Fax Number:

798-1439

Number Pages:

2

Message:

Usage History for

Seeds, Inc.

FAX NO. : 208 686 5019

CITY OF PLUMMER CHARGES REPORT 05/07/01 11:14

	05/07/01	L	11:14					PAGE 1
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2510-VA (HAS DEMANI) 11/09/99	4	1	•	2,901.66	.000	.00	2,901.66
2510-VA (HAS DEMANI	11/30/99	4	1	47,520	1,052.17	249.600	1,747.20	2,799.37
2510-VA (HAS DEMANI) 12/27/99	4	1	53,280	1,174.86	288.000	2,016.00	3.190.86
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2510-VA (HAS DEMANS	02/29/00	4	1	55,200	1,215.75	264.000	1,848.00	3,063.76
2510-VA (HAS DEMANI	03/29/00	4	1	55,200	1,215.76	254.400	1,780.80	2,996.56
2510-VA (HAS DEMANI	04/30/00	4	1	34.020	765.90	278.400	1,948.80	2,714.70
2510-VA (HAS DEMAND) 05/31/00	4	1	35,040	786.35	168.000	1,176.00	1,962,35
\$510-VA (EAS DEMAND	06/29/00	4	1	34,560	776.12	163,200	1.142.40	1,918.52
2510-va (has demand	07/28/00	4	1	50,400	1,113.52	232.800	1,629.60	2,743.12
2510-VA (HAS DEMAND	08/31/00	4	1	70.560	1,542.92	220.800	1,545.60	3,088.52
2510-VA (HAS DEMAND	09/30/00	4	٦.	50,880	1,123.74	301.600	1,411.20	2,534.94
2510-VA (HAS DEMANTS	10/31/00	4	1 .	\$1,360	1,185.32	216.000	1,512.00	2,697.32
2510-VA (HAS DEMAND	11/30/00	4	7	48,000	1,110.40	273.600	1,915.20	3,025.60
2510-VA (HAS DEMAND) 12/31/00	4	1	77,760	1,774.04	268.800	1,881.60	3.655.64
2510 VA (HAS DEMAND	01/31/01	4	1	59,040	1,356.59	264.000	1,848.00	1,204.59
2510-VA (HAS DEMAND	02/28/01	4	1	98,880	2,245.02	288.000	2,016.00	4,261.02
2510-VA (HAS DEMAND	03/31/01	4	ı	80,640	1,838.27	264.000	1,848.00	3,686.27
2510-VA (HAS DEMAND	04/30/01	4	1	68,640	1,570.67	273.600	1,915.20	3,485.87
19				•				57,104.01
	2510-VA (MAS DEMAND	2510-VA (MAS DEMAND) 11/09/99 2510-VA (MAS DEMAND) 11/30/99 2510-VA (MAS DEMAND) 12/27/99 2510-VA (MAS DEMAND) 12/27/99 2510-VA (MAS DEMAND) 03/29/00 2510-VA (MAS DEMAND) 03/29/00 2510-VA (MAS DEMAND) 03/29/00 2510-VA (MAS DEMAND) 04/30/00 2510-VA (MAS DEMAND) 05/31/00 2510-VA (MAS DEMAND) 05/31/00 2510-VA (MAS DEMAND) 07/28/00 2510-VA (MAS DEMAND) 09/20/00 2510-VA (MAS DEMAND) 09/10/00 2510-VA (MAS DEMAND) 10/31/00 2510-VA (MAS DEMAND) 11/20/00 2510-VA (MAS DEMAND) 11/20/00 2510-VA (MAS DEMAND) 01/91/01 2510-VA (MAS DEMAND) 01/91/01 2510-VA (MAS DEMAND) 01/91/01 2510-VA (MAS DEMAND) 01/31/01 2510-VA (MAS DEMAND) 01/31/01 2510-VA (MAS DEMAND) 03/31/01 2510-VA (MAS DEMAND) 03/31/01 2510-VA (MAS DEMAND) 03/31/01	2510-VA (MAS DEMAND) 11/09/99 4 2510-VA (MAS DEMAND) 12/27/99 4 2510-VA (MAS DEMAND) 12/27/99 4 2510-VA (MAS DEMAND) 01/31/00 4 2510-VA (MAS DEMAND) 03/29/00 4 2510-VA (MAS DEMAND) 03/29/00 4 2510-VA (MAS DEMAND) 04/30/00 4 2510-VA (MAS DEMAND) 05/31/00 4 2510-VA (MAS DEMAND) 05/31/00 4 2510-VA (MAS DEMAND) 07/28/00 4 2510-VA (MAS DEMAND) 07/28/00 4 2510-VA (MAS DEMAND) 08/31/00 4 2510-VA (MAS DEMAND) 09/20/00 4 2510-VA (MAS DEMAND) 10/31/00 4 2510-VA (MAS DEMAND) 11/20/00 4 2510-VA (MAS DEMAND) 11/20/00 4 2510-VA (MAS DEMAND) 01/31/01 4 2510-VA (MAS DEMAND) 01/31/01 4 2510-VA (MAS DEMAND) 01/31/01 4 2510-VA (MAS DEMAND) 03/31/01 4 2510-VA (MAS DEMAND) 03/31/01 4 2510-VA (MAS DEMAND) 03/31/01 4	### SERVICE ADDRESS DATE CD UNITS 2510-VA (HAS DEMAND) 11/09/99 4 1 2510-VA (HAS DEMAND) 12/27/99 4 1 2510-VA (HAS DEMAND) 12/27/99 4 1 2510-VA (HAS DEMAND) 07/31/00 4 1 2510-VA (HAS DEMAND) 02/29/00 4 1 2510-VA (HAS DEMAND) 03/29/00 4 1 2510-VA (HAS DEMAND) 04/30/00 4 1 2510-VA (HAS DEMAND) 05/31/00 4 1 2510-VA (HAS DEMAND) 05/31/00 4 1 2510-VA (HAS DEMAND) 07/28/00 4 1 2510-VA (HAS DEMAND) 08/31/00 4 1 2510-VA (HAS DEMAND) 08/31/00 4 1 2510-VA (HAS DEMAND) 09/30/00 4 1 2510-VA (HAS DEMAND) 10/31/00 4 1 2510-VA (HAS DEMAND) 11/30/00 4 1 2510-VA (HAS DEMAND) 01/31/01 4 1 2510-VA (HAS DEMAND) 01/31/01 4 1 2510-VA (HAS DEMAND) 03/31/01 4 1 2510-VA (HAS DEMAND) 03/31/01 4 1 2510-VA (HAS DEMAND) 03/31/01 4 1	SERVICE ADDRESS DATE CD UNITS K.W.H. 2510-VA (HAS DEMAND) 11/30/99 4 1 0 2510-VA (HAS DEMAND) 12/27/99 4 1 53.280 2510-VA (HAS DEMAND) 02/29/00 4 1 55.200 2510-VA (HAS DEMAND) 03/29/00 4 1 55.200 2510-VA (HAS DEMAND) 03/29/00 4 1 55.200 2510-VA (HAS DEMAND) 03/29/00 4 1 55.200 2510-VA (HAS DEMAND) 04/30/00 4 1 34.080 2510-VA (HAS DEMAND) 05/31/00 4 1 35.040 2510-VA (HAS DEMAND) 05/31/00 4 1 35.040 2510-VA (HAS DEMAND) 06/29/00 4 1 50.400 2510-VA (HAS DEMAND) 07/28/00 4 1 50.400 2510-VA (HAS DEMAND) 08/31/00 4 1 70.560 2510-VA (HAS DEMAND) 09/20/00 4 1 50.880 2510-VA (HAS DEMAND) 09/30/00 4 1 50.880 2510-VA (HAS DEMAND) 10/31/00 4 1 51.360 2510-VA (HAS DEMAND) 11/30/00 4 1 48.000 2510-VA (HAS DEMAND) 11/30/00 4 1 59.040 2510-VA (HAS DEMAND) 11/30/00 4 1 59.040 2510-VA (HAS DEMAND) 01/31/01 4 1 59.040 2510-VA (HAS DEMAND) 01/31/01 4 1 59.040 2510-VA (HAS DEMAND) 01/31/01 4 1 98.880 2510-VA (HAS DEMAND) 03/31/01 4 1 98.880 2510-VA (HAS DEMAND) 03/31/01 4 1 98.880 2510-VA (HAS DEMAND) 03/31/01 4 1 98.880	SERVICE ADDRESS DATE CD UNITS K.W.H. 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